
DELIVERY SERVICES SUPPLIER TERMS AND CONDITIONS

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1. AVAILABILITY

This Tariff shall govern the business practices to be followed by the Company and the following Suppliers (also see Definition Section 3):

- (a) any Alternative Retail Electric Supplier (ARES) holding a currently effective Certificate of Service Authority from the Commission to provide service in some or all of Company's service area;
- (b) any "electric utility" as defined in Section 16-102 of the Public Utilities Act;
- (c) any Customer that is qualified as a Customer Self-Manager (CSM) by meeting the requirements of Section 4.B. of this Delivery Services Supplier Terms and Conditions; and
- (d) any Metering Services Provider (MSP) holding a currently effective Certificate of Metering Service Authority from the Commission to provide Metering Services in Company's service area.
- (e) The term Retail Electric Supplier (RES) refers to both ARES and electric utilities. Additionally, where any of the provisions contained herein apply to all of (a) through (d) above, the term "Supplier" shall be used.

2. NATURE OF SERVICE

A. Purpose

These Terms and Conditions govern the business relationship between a Supplier in its provision of service to a Customer and the obligations of the Supplier in arranging to provide power and energy and/or metering services to Delivery Services Customers. The Company has no obligation under these Terms and Conditions to provide power and energy and/or metering services to a Supplier or its Customer(s). The Customer's use of the Company's power or energy services beyond those required to provide Ancillary Services required by the applicable OATT or Company's Rider ISS shall be considered unauthorized use of energy services.

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These Delivery Services Supplier Terms and Conditions set forth the procedures for the following:

- (1) Suppliers registering with the Company;
- (2) Customers becoming Customer Self-Managers;
- (3) Suppliers enrolling Customers in, and terminating Customers from, Delivery Services with Company; and
- (4) Selecting Billing options available with Delivery Services

B. Relationship of the Customer, the Supplier, and the Company.

- (1) Customer and Company
 - (a) The Customer purchases delivery services from the Company under this Schedule.
- (2) Customer and Supplier
 - (a) Suppliers provide electric power and energy and/or metering services to the Customer pursuant to contractual arrangements that are not part of the Company's Schedules. The Company is not a party to such contractual arrangement with the Customer taking service under these Delivery Services Supplier Terms and Conditions and shall not be bound by any term, condition, or provision of agreement for such sale.
 - (b) Each Customer shall provide written authorization to such Supplier to provide electric power and energy and/or metering services.
 - (c) By taking delivery services from the Company and purchasing electric power and energy from a RES, a Customer authorizes that RES, on the Customer's behalf, to arrange for the procurement of that portion of transmission services and ancillary transmission services to be used by the Customer, pursuant to these Terms and Conditions.

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- (d) The Customer authorizes the RES to act on its behalf as a Transmission Service Agent (TSA) under the applicable OATT on file with the Federal Energy Regulatory Commission (FERC) in connection with such transactions.
- (3) Company and Supplier
 - (a) Suppliers are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.
 - (b) All services covered by the applicable OATT shall be considered transmission services and shall be provided exclusively at the prices and in accordance with the terms and conditions set forth in the applicable OATT. Unless otherwise expressly offered in this Schedule, the applicable OATT or other Agreement, the Company has no obligation to provide the RES with any other service.
 - (c) All other services not provided in accordance with this Schedule, the applicable OATT or another Schedule on file with the Illinois Commerce Commission (ICC) as required by law shall not be subject to the jurisdiction of the ICC.
 - (d) The Company has described in its Delivery Services Implementation Plan the process and procedures by which it intends to offer Delivery Services and to provide an orderly transition and the continuance of reliable service. The Supplier should also refer to the Plan, particularly the RES Handbook and the MSP Handbook, to further understand its rights and duties under this Schedule. The Company may add to or change the Plan, or the handbooks, from time to time, as it deems appropriate to reflect the provisions of this Schedule or changes in business practices or procedures. However, the Company shall not be held liable for any technical failure to comply with the operating terms and conditions of the Plan. In the event of any inconsistency between the Delivery Services Implementation Plan and this Schedule, this Schedule shall govern.

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3. DEFINITIONS

Note: (U) behind a term designates that this definition was developed in ICC sponsored workshops, to be used uniformly in delivery service tariffs in Illinois.

Act (U)

See Public Utilities Act.

Ancillary Services or Ancillary Transmission Services (U)

Ancillary Services means the ancillary services provided for in the OATT that the Federal Energy Regulatory Commission requires either be provided or offered to a Customer taking Transmission Service.

Alternative Retail Electric Supplier or ARES (U)

Alternative Retail Electric Supplier or ARES has the same meaning as Alternative Retail Electric Supplier stated in Section 16-102 of the Act.

Bundled Service (U)

Bundled electric service means service that includes electric power and energy, transmission, distribution, and related services provided by the Company under ILL C.C. Schedule No. 9 on file with the Commission.

Commission or ICC (U)

Commission or ICC means the Illinois Commerce Commission or any duly constituted successor to the Commission.

Company (U)

Company means Central Illinois Light Company or AmerenCILCO.

Customer or Retail Customer (U)

Customer means any retail Customer as defined in Section 16-102 of the Public Utilities Act legally receiving service at premises or whose facilities are connected for utilizing service at the premises.

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Customer Self-Manager or CSM (U)

Customer Self-Manager or CSM is a nonresidential retail Delivery Services Customer meeting certain requirements as stated in the Company's tariffs that manages the procurement and use of its own supply of electric power and energy and use of delivery services.

Customer Transition Charge or Transition Charge (U)

Transition charge or Customer transition charge means a charge expressed in cents per kilowatt-hour that is calculated for a Customer or class of Customers for each year in which the Company is entitled to recover transition charges, as provided in Sections 16-102 and 16-108 of the Act.

Delivery Point

The Company or MSP meter or a point designated by the Company.

Delivery Services or DS (U)

Delivery Services means those services that are provided by the Company that are necessary in order for the transmission and distribution systems to function so that retail Customers located in the Company's Illinois service area can receive electric power and energy from suppliers other than the Company, and shall include, without limitation, standard metering and billing. Company's Delivery Services are set forth in Ill C.C. Schedule No. 16.

Demand

The highest average load in kilowatts during any period of fifteen consecutive minutes during the interval between regular monthly meter readings.

Demarcation Point

The division between equipment designated as metering equipment for the purposes of competitive services and that equipment remaining under the responsibility and control of the company.

Direct Access Service Request or DASR (U)

Direct Access Service Request or DASR means a request used by the Company, CSMs, RESs and MSPs to process switching and certain other requests.

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Interim Supply Service or ISS (U)

Interim Supply Service or ISS means electric power and energy service provided by the Company on a short-term interim basis to delivery services Customers that have lost their source of supply in the circumstances and under the terms and conditions described in the Company's Interim Supply Service tariff.

Letter of Agency or LOA (U)

Letter of Agency or LOA means a document, as described in Section 2EE(2) of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2EE(2)), provided by a Customer to the Retail Electric Supplier or Metering Services Provider to authorize that RES or MSP to change or provide certain services for such Customer.

Metering Services (U)

Metering Services means the functions specified in 83 Illinois Administrative Code Part 460.

Metering Services Provider or MSP (U)

Metering Services Provider or MSP means a retail provider of unbundled metering services, other than the Company, certified by the ICC and authorized to engage in the provision of Metering Services to eligible retail Delivery Service Customers in the Company's Service Territory.

Off-cycle Switching (U)

Off-cycle Switching means an eligible Customer switches to a different provider of electric power and energy supply services with such switch effective on a date other than on the Company's normally scheduled meter reading or billing cycle date.

Open Access Transmission Tariff or OATT (U)

Open Access Transmission Tariff or OATT means all tariffs on file with the Federal Regulatory Energy Commission (FERC) applicable to transmission service.

Public Utilities Act or Act (U)

Public Utilities Act or Act means the Illinois Public Utilities Act, 220 ILCS 5/1-101 et seq.

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Retail Electric Supplier or RES (U)

Retail Electric Supplier or RES means either:

- (i) an Alternative Retail Electric Supplier (ARES), as long as it remains certified by the ICC pursuant to the Public Utilities Act, authorized to provide electric power and energy supply services in the Company's service territory (or service area); or
- (ii) an Illinois electric utility other than the Company, providing service in Company's service territory (or service area).

Service Area or Service Territory (U)

Service area is defined as in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102), the boundaries of which may be modified by Commission approval pursuant to the Electric Suppliers Act (220 ILCS 30/1 *et seq.*).

Single Billing (U)

Single billing means that a Delivery Services Customer's RES issues a single bill that contains the charges for the services provided by both the RES and the Company

Small Commercial Retail Customer (U)

Small Commercial Customer means those nonresidential retail Customers of the Company consuming 15,000 kilowatt-hours, or less, of electricity annually.

Supplier

As used in these Terms and Conditions, Supplier refers to all of the following: RES, ARES, CSM and MSP.

Transmission Service (U)

Transmission Service means the services identified as transmission services in the applicable tariffs on file with the Federal Energy Regulatory Commission (FERC) for the provision of transmission services within the Company's service territory.

Transmission Service Agent or TSA

An agent of the RES or CSM that takes on the responsibilities of the RES or CSM to obtain Transmission Service.

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Unbundled Service (U)

Unbundled service means a component or constituent part of a tariffed service that the electric utility subsequently offers separately to its Customers.

4. APPLICATION FOR AND COMMENCEMENT OF SERVICES

A. Certification by Illinois Commerce Commission

Prior to receiving services under this Schedule, a RES, ARES, CSM or MSP (hereafter in this Section referred to collectively as Supplier) must be certified by the Illinois Commerce Commission. The Supplier must submit proof of certification when it registers with the Company to receive services under this Schedule.

B. Registration With Company

Before submitting any DASR to Company or receiving any services under this Schedule, a Supplier must register with the Company as provided for in this Section. Company will consider a Supplier registered when all of the steps listed below are successfully completed and maintained.

- (1) The Supplier shall enter into a Tariff Service Agreement with the Company in which the Company and the Supplier agree to conduct their affairs in accordance with this Schedule.
- (2) The Supplier must provide any information requested by Company for evaluating the RES's creditworthiness to qualify for certain services. Company may ask the RES to provide credit security as part of securing transmission services with Company. RES choosing to offer the Single Billing Option to its Customers may be required to provide credit security based on the estimated amounts of Company's Delivery Services charges the RES will be billing to Company's Delivery Services Customers. Company may increase the amount of credit security required from the RES from time to time based on increases in the estimated amount of delivery services charges and transmission charges payable to Company.

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- (3) The RES must designate a Transmission Service Agent (TSA) to acquire transmission services. The RES may designate itself as the TSA. The TSA must enter into the contracts required for transmission services. A RES may not change its TSA more frequently than monthly.
- (4) The Supplier must enter into an EDI Trading Partner Agreement as provided by Company to transact business with Company using Electronic Data Interchange (EDI). The Supplier must demonstrate its ability to successfully exchange specific test data with Company before Company will accept EDI transactions.
- (5) If the RES chooses to provide its Customers with Single Billing, a Single Billing Option Agreement must be established. The Single Billing Option Agreement will establish the responsibilities and obligations of the RES and Company.
- (6) The Supplier and the Company will exchange information on business contacts and on electronic fund transfer.

Company will notify the Supplier within 30 days after receipt of the Supplier's completed registration form whether all applicable agreements have been executed and requirements have been satisfied.

C. Termination of Certification by Illinois Commerce Commission

The Supplier shall immediately notify the Company if the ICC suspends or revokes the Supplier's certification for any reason. Upon the effective date of the suspension or revocation of the Supplier's certification, the Company will cease to provide the service under this Schedule and shall so notify its Customers pursuant to this Schedule.

D. Suspension of Supplier by the Company

The Company may suspend the Supplier's right to provide service under this Schedule for any action or inaction that could, in the sole judgment of the Company, affect safety or system reliability, including, but not limited to, an action or inaction relating to scheduling and delivering electric energy and supplying capacity to meet the needs of its

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Customers. If the action or inaction is related to an immediate safety or reliability concern, the Company may immediately suspend the Supplier and notify the Supplier of the suspension after the fact.

Unless the suspension is related to an immediate safety or reliability concern, the Company will notify the Supplier in writing, by mail or fax, of the Company's intention to suspend the Supplier and the date of the suspension which shall be no less than ten (10) business days after the date of the notice. On the date of suspension, the Company shall no longer allow the Supplier to provide service under this Schedule unless the Supplier corrects, to the Company's satisfaction, the action or inaction that affects safety or system reliability or the ICC directs the Company to continue to allow the Supplier to provide service under this Schedule.

E. Breach of the Tariff Service Agreement

The Company may suspend the Supplier's right to receive service under this Schedule for any breach of its agreement with the Company, including a breach of any obligation, representation or warranty contained in this Schedule. The Company will notify the Supplier in writing by mail or fax of the Company's intention to suspend the Supplier and the date of the suspension, which shall be no less than ten (10) business days after the date of the notice. The Company shall cease to provide service to the Supplier under this Schedule on the date of suspension unless the Supplier corrects the breach to the Company's satisfaction or the ICC directs the Company to continue to provide service under this Schedule.

F. Customer Self-Manager

A Customer with an annual peak demand of 1MW or more may act as a Customer Self-Manager (CSM). A CSM, either in itself or by an agent, shall enter into all Agreements and provide such information as reasonably required by the Company for the provision of Delivery Services to the CSM and the implementation of the relevant terms of these Delivery Services Supplier Terms and Conditions, including at a minimum, a Tariff Service Agreement, a Transmission Service Agreement, and a Credit Application. Each CSM shall, in addition, comply with the following requirements:

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- (1) CSM shall comply with all applicable and appropriate Federal, state, regional and industry rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system (including the applicable and appropriate rules and operating guidelines and procedures of the regional or national electric reliability council(s) or organization(s) and their successor and OASIS reservation process) and shall agree to submit good faith schedules of transmission and energy in accordance with applicable tariffs.
- (2) CSM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain CSM's facilities as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in electric power and energy supply, including, but not limited to, persons who have completed an accredited or otherwise recognized apprenticeship program or a formal education program, or persons who possess no less than four years of experience working in a similar position with a utility, ARES or related business, or persons registered as professional engineers as required by Public Act 89-0594, The Professional Engineering Practice Act of 1989.
- (3) CSM provides, or has arranged to provide, as needed, a scheduling facility with 24-hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation.
- (4) CSM shall provide to Company, upon request, and maintain a telephone number, fax number, and address where its staff can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure does not satisfy this requirement.
- (5) CSM shall provide to the Company occupational background information on the persons or agents who are being used to meet the above requirements.
- (6) CSM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the CSM relies to meet these requirements is disclosed to the Company.

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5. RATES AND CHARGES

A. Registration and DASR Fees

A Supplier that registers with the Company or submits a DASR shall be subject to fees from Rider 1 of this Schedule.

B. Transmission Charges

A RES will be responsible for the Transmission Charges for their power and energy Customers, pursuant to the applicable OATT as further described on the applicable Delivery Services tariffs (DS-1 through DS-4).

C. Metering Charges

A Supplier who requests non-standard metering will be subject to the Metering Charges from Rider 1, of this Schedule.

D. Billing Options

A RES electing to be a guarantor under the Single Bill Option (SBO) shall not receive a credit from the Company for each bill rendered by the RES.

6. METERING

A. Meters

Unless otherwise designated by the Customer in accordance with this Schedule, the Company will own, furnish, install, calibrate, test, and maintain all meters and all associated equipment used for retail billing and settlement purposes in its service area. Regulations for electric metering standards (including testing, accuracy and applicable charges) are found in 83 Illinois Administrative Code Part 410 - Subpart B: Electric Metering Standards. In the event that the Customer arranges for an MSP to provide its metering and metering services, the MSP shall provide all services as described in this Schedule and shall provide required metering data to the Company, including the meter readings for use in retail billing and settlement purposes.

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B. Meter Reading

Company will continue to read its own meters in its service area. The MSP shall be responsible for reading its meters and for providing the meter readings to the Company in accordance with this Schedule. If the Company is reasonably unable to read the meter when scheduled, or if the meter for any reason fails to accurately register the amount of electricity supplied or the demand of any Customer for a period of time, or if the MSP fails to provide meter reading in a timely manner, the Company shall make a reasonable estimate of the consumption of electricity during those periods when the meter is not read or accurate, based on available data and estimation procedures commonly used by the Company. The Company shall provide to the RES metered data for retail billing and settlement purposes, whether such data was collected by Company or by an MSP, pursuant to the processes described in the RES Handbook. Charges for this service, if any, are included in Rider 1, Miscellaneous Fees and Charges.

C. Metering Requirements

The Company will not require a Customer to take additional metering or metering capability as a condition of taking Delivery Services unless the Commission finds, after notice and hearing, that additional metering or metering capability is required to meet reliability requirements. However, Rider PRPS requires the Customer to have interval metering. In the event that additional metering or metering capability is required, the Customer or the Customer's Supplier may arrange for such metering or metering capability through either the Company or through an MSP.

D. Request for Interval Metering

Interval meters are meters which provide continuous measurement of electric consumption such that usage information is available for discrete increments (e.g., hour by hour) throughout the metering period. A RES may request that interval meters be installed for Customers by the Company at the RES's expense. In this case, Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. Charges are included in Rider 1 - Miscellaneous Fees and Charges, of this Schedule. A Customer or its RES, with authorization from its Customer, may arrange to have an MSP provide interval metering, pursuant to the terms of this Schedule.

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7. BILLING, PAYMENT AND REMITTANCE

A. Billing Options

The RES shall have the option to include the Company's Delivery Services bill issued pursuant to this Schedule as part of the RES's bill. The RES may also choose to send its own bill and to have Company send its bill to the Delivery Services Customer. The Company will not at this time provide billing services for the RES. A RES shall not provide this billing for any retail Customer which has a past due unpaid balance for bundled tariffed services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

B. Single Billing Option

The RES shall indicate whether or not it intends to provide single billing during the registration process. A RES may only choose to provide single billing if it is serving one hundred percent (100%) of a Customer's load. If it chooses to provide single billing, a Single Billing Option Agreement between the Company and the RES will be developed and executed before single billing may commence. A RES electing to offer the SBO must comply with the credit security requirements for single billing contained in the 83 Ill. Adm. Code Part 451.510. The RES electing to offer the SBO must elect to become either an SBO Guarantor or SBO Agent as follows:

(1) SBO Guarantor

An SBO Guarantor is financially responsible for the RES's Customer's Delivery Services bills rendered by Company on the payment due date. The Company shall consider any failure of a RES electing to be an SBO Guarantor to make payment of any bill that is collected or uncollected from a Customer to Company by payment due date to be in breach of the RES Tariff Service Agreement pursuant to these Terms and Conditions and the RES's election to do Single Billing may be terminated immediately. In such instances, the Company shall not initiate actions against the Customers, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges. If payment is not received by payment due date, late charges will be added to any portion of such bill remaining unpaid in the sum equivalent to one and a half (1-1/2) percent per month of the unpaid balance. A RES electing to be an SBO Guarantor shall not receive a credit from Company.

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(2) SBO Agent

An SBO Agent is a payment agent for the RES's Customers, requiring the RES to forward to Company any payments received from its Customers for delivery services. The Customer retains ultimate financial responsibility to Company for the delivery services bill. The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for Delivery Services provided under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply with the provisions of this Schedule.

Payment from the RES acting as an SBO Agent is due to the Company on the payment due date. Any partial payments received by the RES shall first be used to pay the Company for the Customer's Delivery Services to the extent of the partial payment. In the event Company is informed that a Customer has paid the RES and that the RES failed to remit payments received from the Customer by the payment due date, the Company shall notify the RES in writing of such failure. The RES shall either correct all remittance in arrears within two working days upon notification, or the RES shall be deemed in breach of the RES Tariff Service Agreement and the RES's election to do Single Billing shall be terminated immediately.

Once the SBO designation is elected, a RES may designate any of its individual Customers as SBO accounts or may choose not to designate individual accounts as SBO, in which case, Company and the RES will each issue separate bills.

C. Form of Bill

For RES choosing the SBO, the format of the single bill must conform with the Public Utilities Act ("Act"), i.e., Section 16-118(b), 220 ILCS, 5/16-118(b), and the applicable Commission rules. The RES shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the RES by the Company. The Company will credit the RES an amount equal to the additional costs actually incurred by the RES to perform mailing of such required bill inserts.

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D. Payment Due Date

For bills rendered under either the SBO Guarantor or the SBO Agent election, the RES must provide remittance of payment to Company within twenty-two (22) days (fifteen (15) days for non-residential) from the date that the RES received the bill from Company. When the payment due date falls on other than a business day of the Company, such due date will be automatically extended to include the next following business day. Non-business days of the Company shall include Saturdays, Sundays, and the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve (the last day of regulator work schedule prior to Christmas Day, Christmas Day and New Year's Eve (the last day of regular work schedule prior to New Year's Day)). Whenever a holiday falls on Sunday, the following Monday will not be considered a business day. Saturday holidays will be celebrated on the preceding Friday.

E. Form of Payment

All remittance of payment due the Company under the SBO shall be made via electronic funds transfer, in the form agreed by Company and the RES in the Single Billing Agreement. For RES acting as an SBO Agent, the remittance shall be accompanied by sufficient account detail to allow the Company to apply payments or partial payments to the appropriate Customer accounts and line items, such form to be specified in the Single Billing Option Agreement. Payment remitted by electronic means shall be considered received as of the date the funds are electronically deposited to the Company's account.

F. Metering Services Providers

MSPs shall be responsible for the collection of all charges associated with providing Metering Services to Delivery Services Customers who elect this option. Additionally, where the Company provides any services to the MSP, charges will be billed directly to the MSP. Payment of these charges shall be subject to Payment Due Date provisions listed above.

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8. ELECTRONIC DATA INTERCHANGE

Suppliers must enter into an EDI Trading Partner Agreement with the Company and successfully complete testing of EDI capabilities before Company will accept EDI transactions.

A Retail Electric Supplier must demonstrate through EDI over the Internet testing, the ability to electronically transmit DASRs to the Company, the ability to electronically receive metering data from the Company, and the ability to electronically send and receive any other applicable information transactions to and from the Company.

9. LOAD PROFILING

A load profile illustrates the hourly electricity usage over a given period of time for a group of Customers sharing common characteristics. The Company provides two types of load profiles: (1) generic load profiles consisting of weather normalized hourly electricity usage for a typical Customer within a particular Customer class for the most recent 12 months, and (2) settlement profiles for Customers without interval metering. Settlement load profiles are generated using a dynamic load profiling method that uses statistical models of static load research data. Such models may be used by the RES to forecast loads for scheduling purposes. Settlement load profiles are used for the settlement of energy imbalances. Specific use of load profiles is described in the RES Handbook.

10. TECHNICAL AND OPERATIONAL REQUIREMENTS

See RES and MSP handbooks.

11. SWITCHING AND TERMINATION

This Section governs (i) how a Supplier registered with Company enrolls Customers for, and terminates Customers from, Delivery Services or Metering Services; and (ii) how a Customer qualified with Company as a CSM must initiate and terminate Delivery Services.

A. Letter of Agency

Supplier is required to obtain a signed Letter of Agency (LOA) from each Customer it intends to serve. The Supplier uses the LOA to process the switch of service providers. Information contained on the LOA should be sufficient to ensure that the Customer wishes to change from one service provider to another and must contain the following additional information.

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- (1) Signature of the Customer;
- (2) Date of the agreement;
- (3) Customer of record;
- (4) Service address;
- (5) Mailing address;
- (6) Daytime and evening telephone numbers;
- (7) Account number of the delivery services company;
- (8) Meter number; and
- (9) Name of delivery services company.

The following information should be disclosed in the terms and conditions of the LOA:

- (1) The rate charged by the Supplier and the statement that the rate is for the supply and/or metering of energy, not delivery services;
- (2) Customer signature on the LOA authorizing the Supplier to receive historical and on-going usage data from Company;
- (3) Unless otherwise agreed, all electric service associated with this account number will be switched;
- (4) The charge assessed by the Supplier for switching suppliers; and
- (5) Additional charges that may apply (e.g., Company switching fees).

B. Switching

- (1) The Supplier must submit one DASR per customer account number. The DASR must include the customer Delivery Services account number and at least one valid meter number for that account. All usage associated with that account will be switched upon validation of the DASR and assignment of the effective date, unless the RES indicates on the DASR that it will not be serving all of the account. (In this event, manual processing will result.) MSPs must serve all meters on an account.

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- (2) Only one Supplier shall provide service to any Customer account, although the Customer may elect to serve a portion of its load with Partial Requirements Power Service or may manage its own power resources as a CSM.
- (3) A Customer's Supplier must enroll Customer by submitting a completed enrollment DASR in EDI format to Company not more than forty-five (45) calendar days before and at least seven (7) calendar days before the requested effective date.
- (4) Company will reply to the Supplier with a Functional Acknowledgement as a notice of receipt of the enrollment DASR.
- (5) If Company determines that the DASR is valid, Company will send a response DASR to the Supplier notifying them of the switch date.
- (6) If Customer is switching to a RES, Company will notify the Customer in writing of the scheduled switch and the name of the RES that will be providing power and energy services. If the Customer objects to the switch, the Customer must notify Company at least two days prior to the scheduled switch. If Customer objects within this time period, the switch will be rescinded and Customer will remain on their current service if Customer remains eligible for that service. If Customer is no longer eligible for that service, Company may serve Customer under the terms and conditions of Rider ISS.
- (7) If the Customer is currently receiving Delivery Services and switches Suppliers, the Company will notify the current Supplier of its termination and the effective date.
- (8) If the DASR is rejected, notice of rejection will be sent to the Supplier with one of the following reason codes.
 - (a) Incorrect form;
 - (b) Incomplete form;
 - (c) Invalid Supplier code;
 - (d) Incorrect or inactive Customer account number;

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- (e) Customer not eligible for Delivery Services;
 - (f) Customer's account scheduled to receive a final bill from Company;
 - (g) Incorrect meter number(s) for Customer's account;
 - (h) Customer already has a pending switch;
 - (i) Enrollment DASR submitted more than forty-five (45) calendar days or less than seven (7) calendar days before Customer's next scheduled meter reading date or the requested effective date; or
 - (j) Customer's Supplier has not executed a contract with Company for the billing option specified on enrollment DASR.
- (9) A Supplier may rescind a pending switch by contacting Company at least two days prior to the effective switch date.
- (10) The Company shall accept and process the first DASR for the Customer that it receives for a particular scheduled meter reading date. The Company shall reject any subsequent conflicting DASR it receives for the same effective date. The Company shall reject such subsequent DASR or DASRs without notifying the Customer.
- (11) A Supplier shall initiate a DASR and submit it to be effective in the next scheduled meter read date, but in no event, any earlier than the date that was agreed to with the Customer in the LOA. The Company shall, in response to the DASR, make the DASR effective on the next available scheduled meter reading date if the DASR is submitted as required in this Tariff, the RES Handbook and the MSP Handbook. A DASR may be submitted any time between seven (7) calendar days prior to the next scheduled meter reading date and forty-five (45) calendar days prior to the requested effective date. A DASR submitted more than forty-five (45) days prior to the requested effective date shall be rejected. A DASR with a requested effective date shall be made effective on the first scheduled meter reading date following the requested effective date. A DASR that does not specify an effective date shall be made effective on the first

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scheduled meter read date that occurs more than seven (7) calendar days after the submittal of the DASR, if no other switch is pending. A switch shall always be effective at midnight at the beginning of the scheduled meter reading date.

- (12) If the Company is providing metering service, the Company shall permit a RES to initiate or change service on behalf of any customer by off-cycle switching on a date other than the scheduled meter reading date. To initiate an off-cycle switch, the RES shall submit a DASR that indicates its desire for an Off-cycle Switch and indicates the requested effective date for the Off-cycle Switch. The DASR must be received at least seven (7) calendar days prior to the requested effective date and no more than forty-five (45) calendar days prior to the requested effective date. The DASR will be processed and the requested effective date accepted as the effective date of the switch, as long as no other switch is pending. The switch will be effective at midnight at the beginning of the effective date. The Customer will be notified of the pending switch. The Customer will be charged for each Off-cycle Switch at the rate specified in Rider 1, Miscellaneous Fees and Charges.
- (13) An eligible Customer taking Delivery Services under the Delivery Services Tariff may switch its MSP. The new MSP shall make the switch on behalf of the Customer by the submittal of a DASR to the Company. The MSP shall submit the DASR as required in this Tariff. All DASRs must be in EDI format. The switch shall not be made in any other manner than through a DASR submitted by the MSP. The Company shall rely on the representation made by the MSP on the DASR that the Customer has selected the MSP as its new supplier of metering services.
- (14) Meters may only be exchanged in a period beginning five (5) business days after the scheduled meter reading date and ending five (5) business days prior to the next scheduled meter reading date. Exchanges involving interval-recording meters must be scheduled with the Company. An MSP shall initiate a DASR and submit it to be effective on the scheduled meter exchange date, but in no event, any earlier than the date that was agreed to with the customer in the LOA. The Company shall, in response to the DASR, make the DASR effective on the scheduled meter exchange date if the DASR is submitted as required in this Tariff. A DASR may be submitted any time between seven (7) calendar days

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prior to the scheduled meter exchange date and forty-five (45) calendar days prior to the requested effective date. A DASR submitted more than forty-five (45) calendar days prior to the requested effective date shall be rejected. A DASR submitted less than seven (7) calendar days prior to the scheduled meter exchange date shall be rejected unless special arrangements are made with Company. Where appointments with Company metering personnel are required for the exchange, Company will endeavor to complete the meter exchange on the requested date. In the event of a meter installation or other work backlog, Company will provide notice of the meter service backlog or the next available meter exchange date. A DASR that does not specify an effective date shall be rejected. A switch of Metering Services shall always be effective upon meter exchange.

- (15) An MSP may terminate its provision of Metering Services on behalf of its Customer by the submittal of a DASR. The termination shall become effective on the next available meter exchange date as established by the Company. If an MSP terminates service to a Customer and the Customer has no alternative source of Metering Services, the Company shall provide Metering Services to the Customer pursuant to standard Delivery Services Tariffs. An eligible Customer receiving Metering Services from an MSP may decide to terminate and shutoff all electric services. When an eligible Customer terminates electric service, the MSP shall remove the meter, secure the location, and report all data. An eligible Customer receiving Metering Services from an MSP may have their electric services terminated by the Company for non-payment of utility services. Company will immediately notify the MSP of the termination date. The Company will disconnect service, secure the location, and report the visual meter data. The MSP will remain as the provider of Metering Services unless it submits a "drop" DASR. If the Customer is not reconnected and Customer's account is closed by the Company, the MSP will be notified by the Company. Only the Company may reconnect service once an account has been closed for non-payment.
- (16) Delivery Services shall be priced and made available to all Customers electing Delivery Services on a nondiscriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its Supplier of electric power and energy and/or metering services, in accordance with applicable Commission Rules.

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- (17) The Company shall permit a Customer moving to a Delivery Point in its Service Area to select its Supplier and/or receive Delivery Services as of the effective date of its initial service. The Customer's Supplier must submit a DASR to the Company in order to provide electric power and energy service and/or Metering Services at least three (3) business days prior to the effective date of the initial service. Otherwise, the Customer shall receive bundled service from the Company under applicable tariffs.

C. Termination of RES Service to Customer

A RES may terminate service to Customer by submitting a completed drop DASR to Company. Company must receive the drop DASR at least seven (7) but not more than forty-five (45) calendar days before the requested termination date. If Company determines that the drop DASR contains all the required information, Company will notify the Customer in writing of the scheduled termination date.

D. Termination of MSP Service to Customer

A MSP may terminate service to Customer by submitting a completed drop DASR to Company.

E. Termination of Service to Supplier

Service to a supplier under this schedule may be terminated if the supplier does not comply with the provisions of applicable rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company; or if service under the OATT is terminated.

Service to a supplier may also be terminated if the supplier's Certificate of Service Authority is revoked by the Commission.

12. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in the Delivery Services Implementation Plan or under Commission rules.

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13. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this Tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this Tariff.

B. Confidential Data – Non-disclosure

- (1) The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term “confidential information” shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier’s name. “Confidential information” shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.
- (2) Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

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C. Commission Jurisdiction

The Commission shall have jurisdiction in accordance with the provisions of Article X of the Act to entertain and dispose of any complaint against any Supplier alleging (1) that the Supplier has violated or is in nonconformance with any applicable provisions of Section 16-115 through Section 16-115A; (2) that the Supplier has violated or is in non-conformance with this Delivery Services Supplier Terms and Conditions or any of its agreements relating to Delivery Services; or (3) that the Supplier has violated or failed to comply with the requirements of Sections 8-201 through 8-207, 8-301, 8-505, or 8-507 of the Act as made applicable to Supplier.

D. Liability

Company will use reasonable diligence in furnishing an uninterrupted and regular Delivery Services, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

The Company shall not be responsible for electric energy beyond the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Supplier and Customer shall protect and save harmless Company from all claims for injury or damage to persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible for all electrical energy used on its premises until written notice of termination or service is received by the Company and the Company or MSP shall have taken the final meter readings.

E. Supplier Indemnification of Company

The Supplier shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Supplier's delivery or non-delivery of power and energy/and or metering services to its Customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the Supplier's failure to deliver energy services.

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F. Release of Customer Information to RES

- (1) **Generic Information.** Company will make available generic load shape information for each commercial and industrial customer rate class. This information will consist of weather normalized load shapes by rate class, with one value per hour for 8,760 hours. The load shape information will be available via the Internet and will be provided in a downloadable format for ease of use by RES. In addition, Company will post on this site, historical usage data by hour for 8,760 hours for each of the sample meters to be used in the forecasting and load profiling process for settlement purposes. This data will consist of actual metered data (not weather normalized) and will be categorized by rate class. The data will be anonymous (no account or meter number provided) to ensure confidentiality. This data will also be downloadable. Failure by Company to provide sample meter data history shall not preclude the Company from using such sample meter data in the forecasting and settlement process. Nor shall the Company be precluded from adding, deleting or replacing sample meters for use in the settlement process.
- (2) **Customer Specific Information.** A Customer or a RES may request Customer specific information that includes energy usage for the last 12 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company call centers or on the Company's web site, www.ameren.com.
- (3) **Ongoing Usage Information.** For each billing month that a Customer is enrolled with a RES, the Company will provide to the RES the monthly usage data for each customer account. In the event that the Customer has designated an MSP for its metering services, the Company shall provide the monthly usage data after the Company has received such data from the MSP. For monthly consumption data, the Company will send data via EDI. For interval data, the Company will provide data via diskette or e-mail.

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- (4) Customer Specific Billing Information. The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be mailed or faxed to the Customer's billing address or to the address specified by the agent. Interval data will be sent via diskette or e-mail.
- (5) No Release of Information. No Supplier or other person who has obtained Customer information provided by the Company shall release Customer information to any person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).
- (6) Customer Information Center. The Company will maintain and make available to Customers a list of Suppliers that have been certified by the Illinois Commerce Commission and registered with the Company. The Company will maintain a customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.
- (7) Meter Attribute Information. With specific Customer approval, the Company will provide certain information on the Customer's Company-owned meter(s) to certified MSPs. Such information will include the number of meter(s), voltage and other pertinent information.
- (8) Nondiscriminatory Provision of Information. In providing information to the Customer and the Supplier, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.